

Electronically Recorded

Tarrant County Texas

Official Public Records

2/22/2010 2:20 PM

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Suzanne Henderson

Submitter: SIMPLIFILE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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Electronically Recorded
Chesapeake Operating, Inc.

**SECOND AMENDMENT TO "OIL, GAS AND MINERAL LEASE" AND
CORRECTION OF "MEMORANDUM OF OIL, GAS AND MINERAL LEASE"
AND "AMENDMENT TO OIL AND GAS LEASE"**

Whereas, reference is hereby made to that certain unrecorded Oil, Gas and Mineral Lease, hereinafter referred to as the "Subject Lease," that Memorandum of Oil, Gas and Mineral Lease, hereinafter referred to as the "Memo," dated effective November 3, 2006, recorded on November 9, 2006 in the Real Property Records of Tarrant County, Texas, as Document No. D206353318, and that Amendment to Oil and Gas Lease, hereinafter referred to as the "Amendment," dated effective September 6, 2006, recorded on November 3, 2006 in the Real Property Records of Tarrant County, Texas, as Document No. D208413076, by and between Leggett & Platt, Incorporated d/b/a Tarrant Interiors, hereinafter referred to as "Lessor," and Dale Resources, L.L.C., 2100 Ross Avenue, Suite 8700, LB-9, Dallas, Texas 75201.

The Subject Lease was subsequently assigned to Chesapeake Exploration, L.L.C., herein referred to as "Lessee," as successor by merger to Chesapeake Exploration Limited Partnership, recorded on December 1, 2006 in the Real Property Records of Tarrant County, Texas as Document No. D206409245, so that now all right, title, and interest in the Subject Lease is now owned by Lessee, thereby authorizing Lessee to investigate, explore, prospect, drill, and produce oil and gas (reserving to said Lessor the usual royalties), upon the following described lands located in Tarrant County, Texas, to wit:

54.454 acres, more or less, situated in the J. Thornhill Survey, A-1159, Tarrant County, Texas, being the same land described as Lot 1, Block 2 of the Snapper Addition to the City of Fort Worth, Tarrant County, Texas described in a Warranty Deed dated December 29, 1993 from Head and Hall Properties, Inc. to Tarrant Interiors, Inc. recorded in Volume 11407, Page 1984, Official Records, Tarrant County, Texas.

Whereas, the land description in of the Subject Lease, Memorandum, and Amendment is defective in that it describes the Subject Lands as being "situated in the J-Thornhill Survey, A-1159" and as "Lot 1, Block 2" of the Snapper Addition to the City of Fort Worth, Tarrant County, Texas." The Final Plat of the Snapper Addition references the J. Thornhill Survey, as Abstract "A-1519," and describes only "Lot 1, Block A" of the Snapper Addition.

Whereas, it is the desire of Lessor and Lessee to amend the land description of the Subject Lease, and to correct the land description in the Memorandum, and Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby delete the legal description in the Subject Lease, Memorandum, and Amendment in its entirety and in its place insert the following:

54.454 acres, more or less, situated in the J. Thornhill Survey, A-1519, Tarrant County, Texas, being the same land described as Lot 1, Block A of the Snapper Addition to the City of Fort Worth, Tarrant County, Texas described in a Warranty Deed dated December 29, 1993 from Head and Hall Properties, Inc. to Tarrant Interiors, Inc. recorded in Volume 11407, Page 1984, Official Records, Tarrant County, Texas.

Lessor does hereby grant, demise, lease and let unto Lessee the acreage, as amended herein, subject to and in accordance with all of the terms and provisions of the Subject Lease, Memorandum, and Amendment.

It is understood and agreed by all parties hereto that in all other respects, the Subject Lease, Memorandum, and Amendment and the prior provisions thereto, shall remain in full force and effect and each of the undersigned does hereby ratify and confirm the Subject Lease, Memorandum, and Amendment as hereby amended.

This Second Amendment to Oil and Gas Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

SIGNATURE PAGE FOLLOWS

Executed this 23 day of November, 2009, but for all purposes, to be effective as of the 6th day of September 2006.

LESSOR:

Leggett & Platt, Incorporated, d/b/a Tarrant Interiors

By: 

Ernest C. Jett, Senior Vice President


LESSEE:

Chesapeake Exploration, L.L.C.

By: 

Henry J. Hood

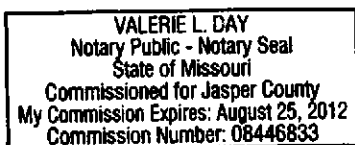
Its: Senior Vice President Land
and Legal & General Counsel



ACKNOWLEDGMENTS

Missouri
STATE OF ~~TEXAS~~ §
Jasper §
COUNTY OF ~~TARRANT~~ §

This instrument was acknowledged before me on the 23 day of November, 2009 by Ernest C. Jett, as Senior Vice President of Leggett & Platt, Incorporated, d/b/a Tarrant Interiors, on behalf of said corporation.



Valerie L. Day
Notary Public, State of Texas
Notary's name (printed): Valerie L. Day
Notary's commission expires: August 25, 2012

ACKNOWLEDGMENTS

STATE OF OKLAHOMA §
§
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 22nd day of December, 2009, by Henry J. Hood, as the Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., successor by merger to Chesapeake Exploration Limited Partners, on behalf of said limited liability company.

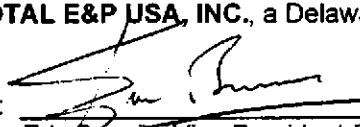
Given under my hand and seal the day and year last above written.

Jason R. Lowrey
Notary Public, State of Oklahoma
Notary's name (printed): Jason R Lowrey
Notary's commission expires: 09/22/12

PLEASE RETURN TO:
Danielle C. Akers, Curative Agent
Dale Property Services, L.L.C.
3000 Altamesa Blvd., Suite 300
Fort Worth, TX 76133



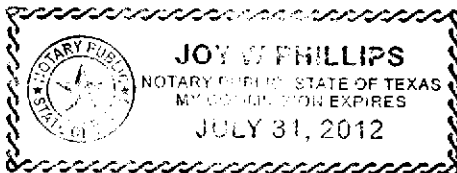
TOTAL E&P USA, INC., a Delaware corporation

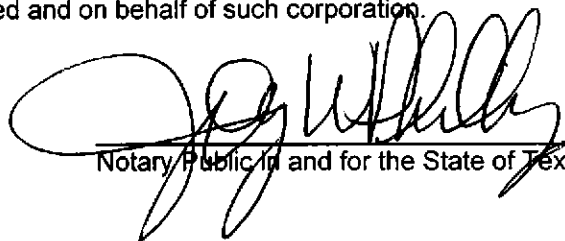
By: 
Eric Bonnin, Vice President-Business
Development and Strategy

ACKNOWLEDGMENT

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 18th day of February, 2010, by Eric Bonnin as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.




Notary Public in and for the State of Texas

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154